

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THEA FOUNDATION; APPROPRIATING FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the City desires to promote development of the downtown area with a variety of activities, including the arts, that would benefit its citizens and residents; and

WHEREAS, THEA Foundation advocates the importance of the arts in the development of youth with programs designed to help children find motivation, confidence, self-worth and perspective through creative expression from experiences in many arts-related activities, including a scholarship program for high school seniors; and

WHEREAS, the City of North Little Rock ("the City") entered into an agreement with THEA Foundation (authorized by Resolution No. 8529 adopted April 14, 2014), and pursuant to the 2014 agreement THEA Foundation has performed its duties and met reporting requirements; and

WHEREAS, it is in the best interests of the City and its residents that the City engage in a collaborative effort with THEA Foundation to provide a downtown student art gallery and artistic programs intended to develop an interest in art among the youth of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter an Agreement between the City of North Little Rock and THEA Foundation (substantially similar to Exhibit "A" attached hereto) whereby THEA Foundation, through its arts and cultural museum, will provide certain activities for the benefit of the citizens of the City of North Little Rock.

SECTION 2: That the City will make a lump sum payment to THEA Foundation in the amount of Thirty-five Thousand & 00/100 Dollars (\$35,000.00) as consideration for services provided, said amount having been included in the Arts and Cultural Education line item of Special Appropriations in the 2015 Budget.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

Joe A. Smith
Mayor Joe A. Smith

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

C. Jason Carter
C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	<u>11:27</u>	A.M.	P.M.
By	<u>Deputy City Clerk</u>		
DATE	<u>7-20-15</u>		
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas			
RECEIVED BY	<u>W. Lopez</u>		



AGREEMENT
Between
City of North Little Rock, Arkansas
And
Thea Foundation

This Agreement made and entered into this ____ day of January, 2015, by and between the **CITY OF NORTH LITTLE ROCK** (hereinafter referred to as "the City") and **THEA FOUNDATION** (hereinafter referred to as "THEA"):

W-I-T-N-E-S-S-E-T-H:

WHEREAS, THEA is a non-profit organization that advocates the importance of the arts in the development of youth with programs designed to help children find motivation, self-worth and perspective through creative expression from experiences in many arts-related activities; and

WHEREAS, THEA programs are designed to help kids find confidence, self-worth and perspective through creative expression, from experiences in many arts-related activities, including a scholarship program for high school seniors; and

WHEREAS, THEA has requested funding from the City for the 2015 calendar year and has properly submitted its application in accordance with North Little Rock Department of Commerce ("NLR Commerce") procedures and guidelines; and

WHEREAS, NLR Commerce has reviewed and verified that THEA has properly filed its quarterly and final performance reports for 2014 and has provided all requested documentation to the City; and

WHEREAS, the City desires to promote the development of its downtown area with a variety of activities, including the arts, that would benefit its citizens and residents, and THEA has the expertise, knowledge and ability to provide administration and operation of an arts and cultural gallery in North Little Rock.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, it is agreed by and between the parties as follows:

1. Provision of services. THEA and the City will engage in a collaborative effort to provide a downtown student art gallery and artistic programs (such as competitions, classes or displays) intended to develop an interest in art among the youth of North Little Rock. THEA will provide the necessary facilities and expertise required to accomplish the general goals of this agreement. The City will provide the funding stated herein and further announce and endorse the artistic programs resulting from this agreement in the same manner as similar programs conducted through the City. THEA will prepare and provide schedules for programs and events for posting on the City's

web site. THEA will offer free or reduced admission to the downtown student art gallery. THEA will operate programs in accordance with nondiscrimination requirements of Title VI of the 1964 Civil Rights Act.

Any programs and classes administered by THEA may be made available to the general public, to specific age groups within the general public, or to targeted groups representing economically disadvantaged segments of society. It is further agreed that program personnel will adhere to all provisions of the Americans with Disabilities Act (ADA) that may apply to a particular program.

The City will not be held liable for any injuries suffered by individuals who are participating in activities on or in THEA facilities. THEA shall indemnify and hold harmless the City and all of its employees, agents, and officers against losses, claims, causes of action and liabilities on account of damage to property, or injury or death of individuals arising out of negligent acts by THEA, its agents, employees or program participants.

2. Term. The term of this Agreement shall begin January __, 2015 and end December 31, 2015.

3. Consideration by the City. As consideration for the services as provided for in Paragraph 1 above, the City will make a lump sum annual payment to THEA in the amount of Thirty-five Thousand & 00/100 Dollars (\$35,000.00). THEA intends for, and estimates that, the amount of the annual payment is approximately equal to the cost of the services provided to or for the benefit of the City by THEA. In the event that either THEA or the City gives a notice of termination of this Agreement pursuant to Section 9 below, the parties agree to negotiate in good faith a reinstatement of this Agreement with adjustments to the amount of the annual payment and/or the services provided by THEA to equalize such cost and benefit.

4. Assignment. This Agreement shall not be assigned in whole or in part by any of the parties to this Agreement *unless* prior written approval has been given by the non-assigning party.

5. Authority. The City represents and warrants to THEA that it has the authority to enter into this Agreement, and the party signing for the City has been duly authorized. THEA represents and warrants to the City that it has the authority to enter into this Agreement, and the party signing THEA has been duly authorized. This Agreement shall not be effective until approved by official public action of the North Little Rock City Council.

6. THEA agrees:

- (a) That it will secure and maintain appropriate and adequate insurance coverage for the programs it will be operating and conducting. THEA agrees and understands fully that participants in its program(s) are not covered by any insurance of the City and will provide its Proof of Insurance

to the City. Failure to do so will result in immediate cancellation of this Agreement.

- (b) To comply with Ark. Code Ann. § 21-13-101, et seq. if it uses volunteers to accomplish its contractual obligations of a public nature, as expressed in this Agreement.
- (c) That it will not discriminate against any person on the basis of race, color, religion, natural origin, age, gender or any other constitutionally-protected basis.
- (d) That it will not mingle City funds with funds obtained from other sources and shall document the expenditure of all City funds in a manner consistent with generally accepted accounting principles and provide the same to the City upon request.
- (e) Acknowledges that certain procedural restrictions apply to the expenditure of City funds in excess of \$20,000 and the employment of professionals, as that term has been defined by the City. (For procedural guidance in the expenditure of City funds, THEA may contact a city purchasing officer at (501) 975-8881.)
- (f) Acknowledges that the expenditure of government funds for a governmental purpose is a matter of public interest and subject to disclosure under the Arkansas Freedom of Information Act ("FOIA").
- (g) That it will submit quarterly reports to NLR Commerce that accurately reflects all performance under this Agreement, with a final report to be submitted no later than January ___, 2016. Failure to submit reports as provided for herein may result in termination of this Agreement pursuant to Paragraph 9 below. A representative of THEA will be available, at the request of the City, to appear before a specified City Council meeting to answer any questions concerning the report.
- (h) To attach to this agreement a document identifying each member of the governing board of the nonprofit entity.
- (i) To attach to this agreement evidence of nonprofit status, and if designated a nontaxable entity, attach a copy of an IRS opinion letter affirming the designation. If tax returns have been submitted, Butterfly Community will also attach a copy of the most recent tax return.
- (j) To submit a budget to demonstrate the projected use of City funds.

7. Governing Law. The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the state courts of Arkansas.

8. The headings in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof.

9. This Agreement may be terminated by either party without cause upon ninety (90) days' written notice. The fee described in Section 3 shall be prorated based upon the date of termination.

10. Time is of the essence in regard to the terms and conditions of this Agreement.

11. This Agreement may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THEA FOUNDATION

401 Main Street, Suite 100
North Little Rock, AR 72114

By: _____

Title: _____

**CITY OF NORTH LITTLE ROCK,
ARKANSAS**

300 Main Street – City Hall
North Little Rock, AR 72114

By _____
Joe A. Smith, Mayor

ATTEST:

Diane Whitbey, City Clerk

City of North Little Rock

BACKGROUND INFORMATION

1. Legal Name of Organization: Thea Foundation
2. Organization's Address: 401 Main Street, #100, North Little Rock, Arkansas 72114
3. Mailing Address (if different): _____
4. Telephone Number: 501-379-9512 Fax Number: 501-379-9513
5. Tax I.D. Number: 522356755
6. Submitted By: Paul Leopoulos Title: Executive Director
7. Contact Person: Paul Leopoulos Title: Executive Director
8. Contact Person's Direct Telephone Number: 501
9. Contact Person's Email Address: 501-379-9512
10. Organization's Website: theafoundation.org

11. Provide your organization's mission and briefly describe its purpose:

The mission of the Thea Foundation is to advocate the importance of the arts in the development of our youth. At present, Thea offers 3 programs that support this mission that including Thea Scholarships, Thea's Art Closet and the newly launch Arts Reconstruction, for which we are requesting funding through this grant opportunity.

Taking place in school art classes, Arts Reconstruction primary goal is to broaden the horizons of students, help them find more enjoyment in school, and give them early access to the life-affirming, confidence-boosting effects of the arts. We feel these experiences will translate to a greater appreciation for different art forms, which can impact so many areas of a person's life and play a crucial role in the development of youth. With Arts Reconstruction, we are collaborating with the Arkansas Arts Center, the Arkansas Symphony, Ballet Arkansas and Trike Theater of Fayetteville who will offer dance and string lessons, professional development opportunities for K-12 Teachers and arts exhibition training. The project will be piloted at four schools in Pulaski County including Lakewood Middle School.

13. Has your organization received funding from the City of North Little Rock in the past?

Yes No _____

14. If yes, how much funding has your organization received and for how many years?

\$200,675, Years: 8

15. Fill out the following tables showing revenue and expenses for your **organization** for the years designated. These charts **must** be completed to be considered for funding by the City. **Please list name of each organization, foundation and/or grant by name.**

Sources of Revenue	2014 Budgeted	2014 Actual	2015 Budgeted
City of NLR Funds	\$48,000	\$48,000	\$20,000
Arkansas Arts Council	\$16,500	\$11,000	\$11,000
Fees for Services - Building	\$56,160	\$28,080	\$50,000
Fundraising/Dues	\$135,000	\$181,461	\$185,000
Investments	\$0	\$0	\$0
Endowments*	\$0	\$540,000	\$500,000
General Donations	\$232,000	\$70,938	\$275,000
Windgate Foundation	\$37,000	\$37,000	\$37,000
Clinton Family Foundation	\$100,000	\$100,000	\$100,000
Freauff Foundation**	\$25,000	\$25,000	\$25,000
Walton Foundation	\$0	\$20,000	\$0
TOTAL REVENUES	\$649,660	\$1,061,479	\$1,203,000

* \$2 million campaign where funds are invested and permanently restricted. When yields are actualized, earned interest will fund \$80,000 in student scholarships. No funds are used for general operations.

**A committed grant that will be fulfilled in 4th quarter 2014 for general operational purposes.

Organization's Expenses	2014 All Budgeted Expenses	2014 Expenses Paid by the City If Funded	2014 Actual Expenses Paid as of June 30, 2014	2015 All Proposed Expenses	2015 Proposed Expenses Paid by the City If Funded
Salaries and Benefits, Contract	\$300,000	\$35,500	\$177,247	\$330,000	\$3750
Space/Lease or Rent Costs- utilities, repair, maintenance	\$31,200	\$0	\$23,000	\$34,320	\$0
Program Supplies - included with office supplies	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$12,000	\$0	\$27,576	\$13,200	\$0

15. Fill out the following tables showing revenue and expenses for your **organization** for the years designated. These charts **must** be completed to be considered for funding by the City. **Please list name of each organization, foundation and/or grant by name.**

* \$2 million campaign where funds are invested and permanently restricted. When yields are actualized, earned interest will fund \$80,000 in student scholarships.

**A committed grant that will be fulfilled in 4th quarter 2014 for general operational purposes.

Organization's Expenses	2014 All Budgeted Expenses	2014 Expenses Funded	2014 Actual Expenses Paid June 30, 2014	2015 All Proposed Expenses	2015 Proposed Expense Funded
Salaries and Benefits, Contract	\$300,000	\$35,500	\$177,247	\$330,000	\$2500
Space/Lease or Rent Costs-utilities, repair, maintenance	\$31,200	\$0	\$184	\$34,320	0
Program Supplies – included with office supplies	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$12,000	\$0	\$27,576	\$13,200	\$6850
Communication- public relations and marketing	\$30,500	\$5,000	\$26,400	\$33,550	\$2250
Professional Development /Conferences	\$0	\$0	\$0	\$0	\$0
Telephone/Postage	\$10,800	\$2,500	\$1,439	\$11,880	\$400
Travel	\$16,800	\$0	\$395	\$18,480	\$125
Computers, Equipment	\$6,720	\$1,500	\$2,531	\$7,392	\$0
Student Scholarships	\$80,000	\$0	\$4,306	\$80,000	\$0
Insurance	\$10,065	\$2,000	\$2,944	\$11,072	\$0
Professional Services	\$14,856	\$1,500	\$20,201	\$16,342	\$7875
Taxes and Licenses	\$14,075	\$0	\$7,547	\$15,483	\$0
TOTAL EXPENSES	\$527,016	\$48,000	\$293,626	\$571,719	2250.00 20,000

16. Please provide the budget for the specific Project/Program you are requesting City funding if different from item 15 above of your organization's budget. Please include all items related to the project/program including other types of funding, also including staff time, supplies, travel, etc.

*** The program budget below reflects one year of proposed Funding. Pending Grants from totaling \$154,000 have been submitted to support line items. Submissions have been sent to Windgate Foundation. Additional applications will be sent to the Arkansas Arts Council for and Arts In Education Grant and Jonsson Foundation of Texas. A detail of potential funding sources are answered in question 21.**

Item*	Total Expenses	Revenue - City Funds	Revenue - Other Funds List Funding Sources*
Violins	\$11,000	\$2750	
Dance Uniforms	\$3,000	\$750	
Arts Supplies-Thea's Art Closet	\$7,000	\$1,750	
Contracted Services - Evaluation	\$9,000	\$2,250	
Other Program Supplies	\$7,500	\$1,600	
Contracted Services - Arkansas Arts Center	\$5,000	\$2,500	
Contracted Services - Ar. Symphony Orchestra	\$6,000	\$1,500	
Contracted Services - Ballet Ark.	\$5,000	\$1,250	
Thea Staff Salaries	\$20,000	\$2,500	
Mileage	\$500	\$125	
Telephone/Internet	\$2,500	\$150	
Office Supplies	\$1,500	\$375	
Marketing	\$9000	\$2,000	
Postage	\$1,000	\$250	
Totals	\$88,000	\$20,000	

Symphony Orchestra

Contracted Services - Ballet Ark.	\$5,000	\$1,250
Thea Staff Salaries	\$20,000	\$5000
Mileage	\$500	\$125
Telephone/Internet	\$2,500	\$150
Office Supplies	\$1,500	\$375
Marketing	\$9000	\$2250
Postage	\$1,000	\$250
Totals	\$88,000	\$22,775

* The program budget below reflects one year of proposed Funding. Pending Grants from totaling \$154,000 have been submitted to support line items. Submissions have been sent to Windgate Foundation. Additional applications will be sent to the Arkansas Arts Council for and Arts In Education Grant and Jonsson Foundation of Texas. A detail of potential funding sources are answered in question 21.

17. List the number of participants in this specific project/program (if new project/program, use proposed participants):

01/01/14 - 12/31/14 Actual Number of Participants: 200 To Date: _____

01/01/15 - 12/31/15 Projected Number of Participants: 200

18. What percentage of the participants will be City of North Little Rock residents?

25%

19. What is the cost per participant? \$228 (Number of participants divided by total project/program costs.)

20. **Goals/Evaluation: Describe the goals and objectives of the project/program in quantifiable terms and the methods you will use to measure performance of the goals and objectives:**
Arts Reconstruction is a new Thea program that will be piloted in four schools in Pulaski County beginning in the 2014-2015 school year. Lakewood Middle School will be the first North Rock School to implement Arts Reconstruction for which we are seeking funding from the City of North Little Rock for the purpose of this grant.

The goals of this program are to generate a strong relationship between the schools and the cultural institutions in Central Arkansas, provide in-depth arts experiences either during of after school, and publish data via research, linking the arts to improved student development and school function

As mentioned, Arts Reconstruction combines qualitative and quantitative measurements to support the program goals. Program monitoring and reporting will be conducted by external evaluators will development measurements, collect, assess and report on data that will gauge program impact on

desired audience and serve as a bellwether for program successes and areas that may need enhancement. Specifically, Arts Reconstruction outcomes will be measured by the following:

Students: greater interest in the arts, increase in subject knowledge, greater interpersonal skills, improved school attendance, improved attitudes toward school, improved social achievement, higher student motivation.

Faculty: increased appreciation of the arts, greater expertise in subject knowledge, higher expectations for students, changes in teaching beliefs and practices.

Schools: higher valuing of the arts, improved school climate, expansion of school participation in Arts Reconstruction.

21. If your organization receives partial or no funding from the City of North Little Rock for the proposed project/program, how will you fund the program/project?

Grant Opportunities

At present, Thea Foundation has a pending grant request that was submitted to the Windgate Foundation that we believe will be favorable, and if approved, it will result in \$154,000, providing 3 years of program support. We will also submit a letter of interest to the Texas-based Jonsson Foundation for \$25,000. Furthermore, Thea has potentially identified additional resources through the Arkansas Arts Council in which we will apply funding for 2015.

We are also exploring a partnership with the Arkansas Department of Youth Services. However, at the time of this submission, we do not have firm numbers regarding the amount of funds available should this become a viable opportunity. If approved it would be administered through the office of the Pulaski County Judge.

Foundation/School Partnerships

As referenced earlier, Thea's overarching goal for Arts Reconstruction is to create and implement an evidenced-based program that lays the foundation for schools, students, teachers and parents to embrace artistic experiences as a part of the student learning process as well as have a lifelong positive impact on their achievement. We believe that by offering Arts Reconstruction, the growth of student participants, and presenting the results of the outcomes, will provide enough evidence for the participating school districts to justify and appropriate the necessary funds to continue the Arts Reconstruction. In addition, long-term success will also be measured by the school district(s) initiating similar arts programs in more schools and possibly combining the expertise of the students by organizing a district-wide orchestra, dance recitals, art shows/clubs, etc.

As a result, Thea Foundation has structured the program as a "shared investment." Participating schools will be responsible for 25% of program costs after the second year, and 50% after the third year, which will allow Thea to maintain a larger pool of "seed" funding that will assist new schools that apply to take part in Arts Reconstruction where they are funded at 100% for the first year.

22. Are there any other organizations that provide similar programs or services for the City of North Little Rock residents: If so, what is the name of the organization(s)?

There are no other organizations that tangentially engage the professional creative economy and education community at this depth.

What makes your program unique?

Over 25 years, studies have shown that students who participate in the arts have a tendency to do better in math, have higher graduation rates, are more likely to join a social organization, are more likely to read books, and perform better in school. Thea Kay Leopoulos, the organization's namesake, epitomized the role that arts can play in overall student achievement and self-confidence.

Our program is unique because of the physical nature in which it operates. Beyond the relationship that the Thea Foundation establishes between the cultural institutions and the schools, the longterm nature of the partnership exists without the financial assistance from the Foundation, allowing the schools take part in this high quality formal arts program that is holistic in nature as it engages students, parents, administrators, practitioners and ultimately the communities in which students reside.

Arts Reconstruction promotes that concept by collaborating with statewide and local cultural institutions that share in this belief and who have chosen to. Furthermore, we believe Arts Reconstruction can be an affordable, easy-to-implement model for schools seeking alternative or companion learning methods to enhance student learning and get parents involved, especially through PTA programs

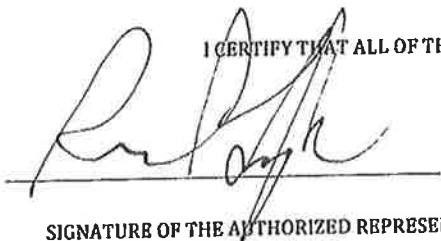
23. This funding will be short-term. How will you fund this project/program without additional funding from the City?

As detailed in question 21, we are seeking a variety of resources to assist us with Arts Reconstruction from private and public entities. Our relationship with the City of North Little Rock has been positive and we believe that we have been an integral in the artistic direction that is flourishing in Argenta and beyond with our programs that have taken root locally and beyond.

The Thea Foundation would like to thank you for the opportunity to submit our request, and we appreciate your consideration of this invaluable contribution to the educational, artistic, and individual growth of the children in Arkansas.

SIGNATURE OF CERTIFICATION

I CERTIFY THAT ALL OF THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND CORRECT



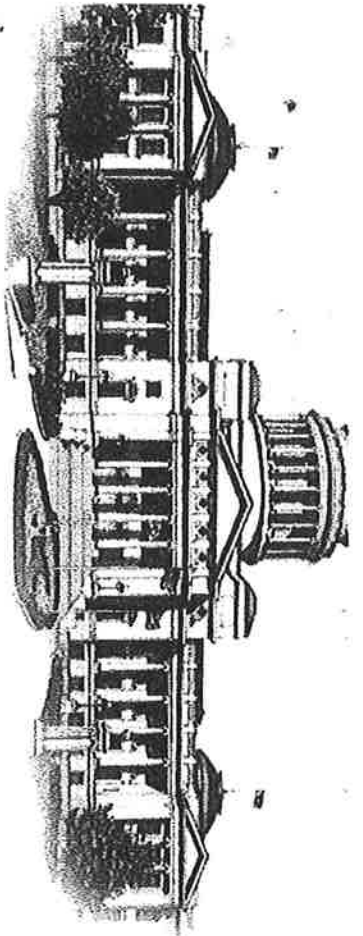
SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

8-1-2014

DATE

PAUL LEOPoulos

PAUL@THEAFoundation.org



ARKANSAS
SECRETARY OF STATE
Mark Matton

Search Incorporations, Cooperatives, Banks and Insurance Companies

Printer Friendly Version

LLC Member Information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

Begin New Search

For service of process contact the Secretary of State's office.

Corporation Name	THEA FOUNDATION
Fictitious Names	
Filing #	800044537
Filing Type	Foreign Nonprofit Corporation
Filed under Act	For Nonprofit Corp; 1147 of 1993
Status	Good Standing
Principal Address	401 MAIN ST SUITE 100 NORTH LITTLE ROCK, AR 72114
Reg. Agent	PAUL D. LEOPoulos
Agent Address	401 MAIN STREET, SUITE 100 NORTH LITTLE ROCK, AR 72114
Date Filed	10/21/2004

August 22, 2014

Mary Beth Bowman
Director of Commerce
City of North Little Rock
North Little Rock, AR 72114

RE: Addendum to 2015 City of North Little Rock Grant Application

Dear Mary Beth:

Since 2001 Thea Foundation has become a premier organization that promotes the arts in North Little Rock among its schools, communities, businesses and residents.

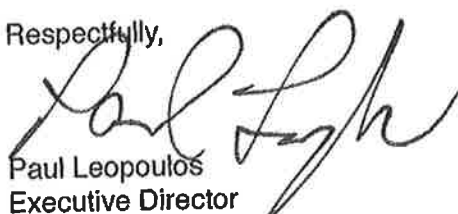
Our longest running and signature program, Thea Scholarships, has provided more than \$324,000 to North Little Rock high school seniors to attend college. The Art Closet grants teachers up to \$600 to purchase quality arts supplies through our partnership with Donorschoose.org. We collaborate with other nonprofits such as Argenta Community Theater, the Innovation Hub and the Downtown Council to market a thriving cultural district that has emerged as an tourist attraction and an economic driver for the City.

Since 2009, our A+ Program has made a sweeping impact on schools across the Arkansas by enhancing student achievement with grades, attendance, confidence, parental involvement and minimizing behavioral issues. In addition, the program has earned praise from administrators teachers, parents and most importantly, students. We are pleased to announce that we are currently investing \$70,000 at Indian Hills Elementary School for an A+ program.

As our grant application described, we are primarily seeking funding for Arts Reconstruction. But our consensus is that in light of what the Foundation has historically and continues to commit to the City of North Little Rock, I am respectfully requesting an additional \$15,000 to support our mission and programs.

I appreciate your thoughtful consideration in advance.

Respectfully,



Paul Leopoulos
Executive Director

Thea
FOUNDATION
Board of Directors

President

Sue Gaskin

Retired Non-Profit Leader
5500 S. Grandview
Little Rock, Arkansas 72207
501.663.9100
suegaskin@sbcglobal.net

Vice President

Gayla Jungmeyer

Philanthropist
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501.350.8777
nannaboo@comcast.net

Treasurer

Caroline Elliott

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501.944.3428
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Community College
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Philanthropist
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errindean@att.net

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Director of Fine Arts - Little Rock School
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501.447.3344
danny.fletcher@lrstd.org

Robyn Horn

Artist
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501.868.8883

Delita Martin

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delita_martin@yahoo.com

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Kyle Pitts

Financial Planner - IFRAH Financial
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kapfp@aol.

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Research Analyst and Trader
Foundation Resource Management
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Nancy Steenburgen

A+ Fellow
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Gwyn Strassle

Owner - Get To Work
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501.231.7676
gwyn@gwynstrassle.com

Robert Trevino

Director of Programs Planning,
Development, and Evaluation -
Arkansas Rehabilitation Services
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Little Rock, Arkansas 72202
501.944.5009
robert.trevino@arkansas.gov



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JAN 26 2007**

THEA FOUNDATION
PO BOX 94234
NORTH LITTLE ROCK, AR 72190-0000

Employer Identification Number:
52-2356755

DLN:

17053350711006

Contact Person:

SHAWNDEA KREBS

ID# 31072

Contact Telephone Number:

(877) 829-5500

Public Charity Status:

170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated March 2002, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

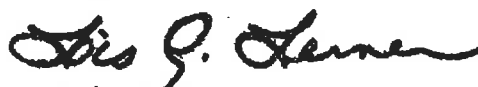
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements